

GJP08CBI

TYPE OF RECORD:	NON-PERMANENT
CATEGORY OF RECORD:	CONTRACT (MOU)
NAME OF CONTRACTOR:	COLORADO BUREAU OF INVESTIGATION
SUBJECT/PROJECT:	A JOINT VENTURE BY AND BETWEEN THE CBI AND THE GJPD FOR THE PROVISION OF LABORATORY AND/OR CRIMINALIST/LABORATORY TECHNICAL SERVICES LOCATED AT 2797 JUSTICE DRIVE
CITY DEPARTMENT:	POLICE DEPARTMENT
YEAR:	2008
EXPIRATION DATE:	CONTINUOUS UNTIL TERMINATED
DESTRUCTION DATE:	6 YEARS AFTER TERMINATION

**Memorandum of Understanding  
between  
the Colorado Bureau of Investigation  
and  
the Grand Junction Police Department**

**PURPOSE:**

This Memorandum of Understanding (“MOU” or “Agreement”) is between the Colorado Bureau of Investigation (“CBI”) and the Grand Junction Police Department (“GJPD”), hereinafter referred to as the “Parties”. This MOU serves to define the scope of work and responsibilities of the Parties concerning the joint venture by and between the CBI and the GJPD for the provision of laboratory and/or criminalist/laboratory technical services. It sets forth the agreed upon procedures for management, accountability, direction, authority and liabilities of the Parties in conjunction with this effort.

**BACKGROUND:**

This MOU is being executed for the purposes of the GJPD occupying space, but not as a Lessee, in the CBI building constructed at 2797 Justice Drive, Grand Junction, Colorado. The building is being leased by the State of Colorado to the CBI. The Parties are of the belief that co-locating resources will augment the overall ability and efficiency of the CBI and the GJPD to provide illicit drug identification, fingerprint identification, and forensic examination of evidence for the GJPD and other law enforcement agencies located on the Western Slope and throughout Colorado. The Parties’ combined operation at one location in no way changes or infringes upon the established jurisdictions or responsibilities of each agency. The GJPD will continue to respond to, conduct investigations and assist in matters concerning the violation or potential violation of municipal, state or federal laws within its jurisdiction. CBI will continue to provide statewide forensic services pursuant to law.

The Parties will continue to work closely with each other on matters of joint interest. Nothing in this MOU should be construed as limiting or impeding the spirit of cooperation which already exists between the CBI and the GJPD.

**STAFFING, AGENT STATUS, FIREARMS AUTHORIZATION-TRAINING:**

The GJPD will provide three (3) Criminalists, consisting of two Chemists and one Fingerprint Analyst; here "City Staff". All three shall, at all times, remain employees of the GJPD, receiving compensation and benefits as established by the City of Grand Junction for those particular positions. City Staff shall abide by the directives and policies of the GJPD and the City of Grand Junction; however, any GJPD employee assigned to the CBI facility will be appointed by the Director of the CBI as an "agent" of CBI pursuant to §24-33.5-407 C.R.S. and §24-33.5-408 C.R.S., and accordingly the City Staff shall be considered functionally as part of the CBI staff. CBI will provide City Staff with the appropriate CBI badge and credentials indicating their agent status. City Staff shall display the CBI badge and credential in accordance with CBI policies and directives. As an agent, any City Staff (as provided in this Agreement) may be allowed access to all CBI facilities, equipment, machines, libraries and files necessary to successfully perform their assigned duties and responsibilities. In the event of a vacancy or incapacity of a City Staff member, CBI agrees to assist in coverage of the City Staff member's workload until vacancy or incapacity is resolved.

City Staff will only be authorized to carry a firearm pursuant to §16-2.5-101(2) C.R.S. while traveling to and from work, any work site or while acting in the lawful discharge of his/her duties as an agent of CBI or the GJPD. The firearm must be carried during any duties or assignments as required by the CBI policies and directives, or at the direction of the CBI or GJPD supervisors of the affected employee. City Staff will abide by all policies, procedures and regulations of C.B.I. and the GJPD while carrying any firearm. CBI will provide City Staff with initial and ongoing firearms training. The training will cover topics relative to safe weapons handling, threat identification, firearms safety, marksmanship, proper off duty storage and the use of deadly force pursuant to §18-1-707 C.R.S. and CBI policies and directives. GJPD may also provide City Staff with additional firearms training in accordance with GJPD directives.

The City Staff assigned to the CBI facility will abide by and comply with all policies, procedures, rules, professional standards and administrative regulations of CBI with respect to the performance of his/her duties as a Criminalist. To that end, City Staff and their immediate GJPD supervisor shall receive complete written copies of all CBI policies, directives, regulations and standards. CBI will provide initial and continued training to the GJPD employees relating to CBI's policies, directives, regulations and standards as provided to other CBI employees. The GJPD will pay costs for training, mandated certificates, re-certifications, seminars, conferences, professional membership and association dues for its employees as it relates to their respective areas of expertise while assigned to the CBI facility.

Hours of work for City Staff assigned to the CBI facility will be Monday through Friday, 08:00 a.m. to 05:00 p.m. Overtime, vacations, holidays, family/medical leave, short or long term disability leave and vacation accrual rates for City Staff shall be in accordance with the GJPD and City of Grand Junction directives, policies and applicable law. GJPD supervisors shall review and decide leave requests submitted by any City Staff assigned to the facility. City decisions shall be made only after consultation with CBI.

City Staff assigned to the CBI facility may, at the discretion of the GJPD, be required to attend Department and/or City training, certifications and updates on a periodic basis. The GJPD supervisor of the City Staff will work with the CBI supervisor to schedule and give adequate notice of such activities when applicable and to minimize disruption of the case work load.

Any employee of either party who finds or encounters a conflict between the policies of the GJPD and the CBI will immediately notify his/her immediate supervisor in writing of the conflict.

CBI employees will remain as, and are considered to be, employees of CBI receiving compensation and benefits as outlined by the State of Colorado compensation packages for those particular positions.

CBI employees will have access to and use of all GJPD laboratory equipment, unless otherwise specified by a written agreement signed by both parties, that is situated or assigned to the CBI facility as part of this combined effort.

#### **SUPERVISION:**

City Staff will work under the immediate direction and supervision of the appropriate CBI supervisor assigned to the facility. The duties of the CBI supervisor is to ensure proper standards of analysis and identification of evidence submitted to the facility are being performed and that workload/case assignments are distributed appropriately between the personnel in accordance with their specific areas of expertise. The first priority of City Staff is to examine and analyze evidence submitted by GJPD for GJPD cases. Their examination of GJPD evidence shall continue without disruption as they transition to the CBI facility. After City Staff has received the necessary training and certifications as required by CBI then, as time and work loads permit, they may work other cases submitted to CBI from other law enforcement agencies for analysis that is within the specific discipline and expertise of City Staff. The CBI supervisor will monitor and assign those cases to GJPD personnel that are primarily from Western Slope law enforcement agencies.

The CBI supervisor shall receive a complete set of GJPD Directives and the City of Grand Junction Policies. He/She shall also receive the current GJPD evaluation form and familiarize himself/herself with it. He/She shall be made aware of, and may attend, any training provided by the City of Grand Junction pertaining to the completion of the employee evaluation form. On a yearly basis, the CBI supervisor shall provide written input on the evaluation form relative to any City Staff assigned to the facility. After completing the form, the CBI supervisor will provide the form to the GJPD supervisor of the City Staff member who will then review the submitted evaluation and add any additional information he/she deems necessary, completing the remainder of the form. Both supervisors, CBI and GJPD, shall meet with the City Staff member and discuss the evaluation. The GJPD supervisor shall ultimately be responsible to monitor the continued training, development, discipline and evaluations of City Staff.

The CBI and GJPD supervisors shall meet with one another on a recurring basis to discuss, monitor and evaluate the work load and performance levels of GJPD employees assigned to the facility. The supervisors will also discuss any issues or conflicts brought to their attention regarding the Parties combined ventures, policies, directives, regulations and standards. The Parties will strive to reasonably resolve any issues or conflicts by discussion between them or as necessary, by discussion between higher levels of supervisors, to and through the GJPD Chief or his designee and the CBI Director and his designee. In the spirit of this Agreement, any conflict that arises should be resolved by mutual agreement through the chain of command of both agencies and should be handled at the lowest level possible having the authority by policy to resolve the conflict.

Any serious performance breach or violation(s) of policies, directives, regulations or standards by City Staff assigned to the CBI facility shall be brought to the immediate attention of the assigned GJPD supervisor in writing. Both Parties' supervisors shall discuss the performance or conduct violation and explore potential corrective and/or disciplinary action. Disciplinary action will be the responsibility of the GJPD supervisor, with full cooperation of the CBI supervisor, in accordance with existing directives and policies of the GJPD and City of Grand Junction. This Agreement may be terminated for cause in the event the behavior of a City Staff member is found to be unacceptable and cannot be resolved.

#### **INCIDENT RESPONSES:**

At the direction of the GJPD supervisor, City Staff shall be available, in accordance with GJPD policy, to respond to and process crime scenes that occur within the City of Grand Junction.

In an effort to increase the efficiency, competency and knowledge of City Staff, they may respond as a "secondary" responder with CBI on crime scenes they have been called to, both inside and outside the City of Grand Junction. City Staff shall not be considered a "primary" responder under CBI's rotational call out system. The CBI supervisor shall call and give notice to the immediate GJPD supervisor and advise

him/her of the call out request for City Staff. If the GJPD supervisor approves the secondary responder call out, then the City Staff member will respond as requested. If the GJPD supervisor does not approve of the request, then he/she shall contact the CBI supervisor notifying him/her of his/her disapproval.

City Staff shall not respond to crime scenes in their personal vehicles, absent extenuating circumstances. City Staff that drive a vehicle owned by CBI shall abide by all established CBI policies, directives, procedures and guidelines pertaining to the safe and efficient operation of said vehicles. CBI will assume liability coverage for claims involving vehicles owned by CBI.

#### **LABORATORY INSTRUMENTATION, EQUIPMENT, CHEMICALS, COMPOUNDS AND KNOWN DRUGS**

CBI will assume the responsibility and costs of moving the FTIR, GC/MS, and AFIS instruments and machines belonging to the GJPD to the new CBI facility. GJPD will assume the responsibility and costs of moving the remaining lab equipment listed in the attached Exhibit along with any chemicals/compounds to the new CBI facility. Once moved, GJPD will continue to provide maintenance for the FTIR, GC/MS and AFIS instruments for the life of the particular instruments. At the end of the life of those instruments, the affected instrument(s) will appropriately be processed out of the City's inventories by the City. At that point, CBI may replace the instrument(s) with like instrument(s) as outlined in the State's purchasing guidelines. CBI may take over all of the regularly scheduled maintenance and required licensing of all equipment and may replace the equipment at the end of its useful life.

GJPD will maintain its DEA drug license and any controlled drugs/compounds acquired through the DEA and/or any certified and licensed vendor. GJPD will provide a safe or other appropriate storage for the said controlled drugs/compounds. Drugs kept by City Staff for laboratory control verification purposes shall be stored at the CBI facility in a restricted area. City Staff and their immediate GJPD supervisor will be the only personnel authorized to open the safe and access its contents. City Staff shall assist CBI staff who require the standards as part of their investigative efforts by providing them with an appropriate sample to complete their investigative analysis.

CBI will provide and maintain suitable office furniture, telephones and supplies for the employees of both Parties working at the facility to satisfactorily perform their assigned responsibilities and functions.

## **INFORMATION TECHNOLOGY**

CBI will provide and maintain desktop computers, software and servers suitable for both Parties to satisfactorily complete their work, access the internet and communicate with their respective agencies.

## **INDEMNIFICATION**

To the extent authorized by law, the City of Grand Junction shall indemnify, save and hold harmless CBI and the State against any and all claims, damages, liability and court awards including costs, expenses and attorney fees incurred as a result of any act or omission by GJPD or the City of Grand Junction, its employees, agents, subcontractors, or assignees pursuant to the terms of this Agreement. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions for the parties, of the Colorado Immunity Act, §24-10-101, C.R.S. *et seq.* or the Federal Tort Claim Act, 28 U.S.C. *et seq.* as applicable, as now or hereafter amended. The City's indemnification of the State shall not apply to liability and /or damages resulting from the negligence, reckless and or willful act of the CBI or any of their officers, agents, or employees of the officers, agents, or employees of the State of Colorado. This paragraph shall survive the termination of this Agreement.

To the extent authorized by law, the State of Colorado shall indemnify, save and hold harmless the GJPD, the City of Grand Junction, its officers, agents, and employees from any and all claims, suits, damages, liability, costs, expenses, liabilities, actions or proceedings arising in any way from the negligence of the CBI or the State of Colorado and their officers, agents, and employees in the execution and performance of this agreement. The CBI and the State's obligation to indemnify the GJPD and the City of Grand Junction shall not apply to liability and/or damages resulting from the negligence,



reckless and or willful act of the GJPD or the City of Grand Junction's officers, agents, or employees. This paragraph shall survive the termination of this Agreement.

## **TERMINATION OF PARTICIPATION**

Participation in this MOU is voluntary by the Parties in order to provide support and operational capabilities for each respective agency and for law enforcement in general. Due to the long term nature of the assignment of personnel associated with this MOU, any formal termination of this Agreement shall require a minimum of one (1) year's written notice provided to the other party unless otherwise agreed to in writing by both Parties.

Such notice shall be provided as follows:

To the City:

Cmdr. Bob Russell  
c/o Grand Junction Police Department  
625 Ute Avenue  
Grand Junction, CO 81501

With a copy to:

John Shaver, City Attorney  
250 North 5<sup>th</sup> Street  
Grand Junction, CO 81501

To CBI:

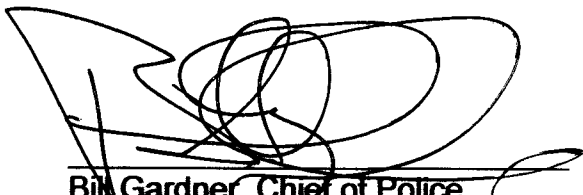
Robert Cantwell, Director  
c/o Colorado Bureau of Investigation  
690 Kipling  
Denver, CO. 80215

This MOU will be effective upon the signature of the Chief of Police for the City of Grand Junction and the Director of the Colorado Bureau of Investigations. Once signed, this MOU will remain in effect until amended or abrogated.

**ENTIRE AGREEMENT**

The Parties acknowledge and agree that the provisions contained herein constitute the entire agreement and that all representations made by any officer, agent or employee of the respective parties, unless included herein, are null and void and of no effect. Alterations, amendments, changes ore modifications to this Agreement may be made but the same shall be valid only if they are contained in an instrument, which is executed by all the parties with the same formality as this Agreement.


**FOR THE CITY OF GRAND JUNCTION POLICE DEPARTMENT:**



Bill Gardner, Chief of Police  
City of Grand Junction

5/05/2008  
Date

**FOR THE COLORADO BUREAU OF INVESTIGATION:**



Robert Cantwell, Director  
Colorado Bureau of Investigation

4/28/08  
Date